

6.1.9.2

A G R E E M E N T

Between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

July 1, 1983 through June 30, 1986

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	NEGOTIATION PROCEDURE	2
III	GRIEVANCE PROCEDURE	3
IV	TEACHER RIGHTS	8
V	ASSOCIATION RIGHTS AND PRIVILEGES	9
VI	TEACHING HOURS AND TEACHING LOAD	10
VII	TEACHER FACILITIES	13
VIII	SPECIALISTS	13
IX	TEACHER EMPLOYMENT	13
X	SALARIES	13
XI	TEACHER ASSIGNMENT	14
XII	TEACHER EVALUATION	14
XIII	EMPLOYEE BENEFITS	15
XIV	SUBSTITUTES	16
XV	PROFESSIONAL RELATIONS COMMITTEE	16
XVI	MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	16
XVII	INSURANCE PROTECTION	17
XVIII	DEDUCTIONS FROM SALARY	18
XIX	MISCELLANEOUS PROVISIONS	20
XX	TERMINAL LEAVE	22
XXI	ABSENCE AND FORFEITURE OF SALARY	23
XXII	LEAVE OF ABSENCE	27

TABLE OF CONTENTS (Continued)

<u>ARTICLE</u>		<u>PAGE</u>
XXIII	SABBATICAL LEAVE	30
XXIV	TUITION REIMBURSEMENT	32
XXV	MANAGEMENT RIGHTS CLAUSE	33
XXVI	NO REPRISALS CLAUSE	34
XXVII	DURATION OF AGREEMENT	35
	SCHEDULE A-1 1983-84	36
	SCHEDULE A-1 1984-85	37
	SCHEDULE A-1 1985-86	38
	SCHEDULE A-2 1983-84	39
	SCHEDULE A-2 1984-85	43
	SCHEDULE A-2 1985-86	47
	SIDEBAR AGREEMENT	51

PREAMBLE

This Agreement entered into this 8th day of September, 1983, by and between the Board of Education of the MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT, Monmouth County, New Jersey, hereinafter called the "Board", and the MATAWAN REGIONAL TEACHERS ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

Whereas, the Board has an obligation, pursuant to Chapter 123, Public Laws, 1974 to negotiate with the Association as the representatives of employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

classroom teachers, nurses, librarians, guidance counselors, department chairmen, social workers, learning disability specialists, resource teachers, and remedial teachers;

but excluding:

administrative positions, department supervisors, clerical and custodial workers, and substitutes.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement, provided the Teachers Association still represents a majority of the employees in the bargaining unit, in accordance with Chapter 123, Public Laws, 1974. These negotiations shall be in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any

ARTICLE II - NEGOTIATION PROCEDURE (Continued)

Agreement so negotiated shall apply to all teachers in the bargaining unit, shall be reduced to writing, shall be signed by the Board and by the Matawan Regional Teachers Association.

B. During the negotiations, the Board, through its negotiating committee, and the Association, through its negotiating committee, shall present relevant data and exchange points of view.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Either side may invite one or more consultants or spokesmen to attend and participate in any negotiating session.

D. The Board agrees not to negotiate concerning any employee in the negotiating unit as defined in Article I of this Agreement, in violation of Chapter 123 of the Public Laws of 1974 or any rules or regulations promulgated pursuant thereto.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance - A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by him as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy or Board and/or administrative practice governing or affecting employees except that the term "grievance" shall not apply to:

- (1) Any rule or regulation of the State Department of Education

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

having the force and effect of law.

(2) Any rule or regulation of the State Commissioner of Education having the force and effect of law.

(3) Any matter which, according to law, is beyond the scope of Board authority.

(4) Any matter which, according to law, is exclusively within the discretion of the Board.

Grievant - Grievant shall mean an employee believing to have been or to be aggrieved.

Employee - An employee shall mean an employee within the negotiating unit.

Immediate Superior - The principal or such person acting as the principal in the latter's absence.

B. PRINCIPLES

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than twenty (20) calendar days following its occurrence or the time when he should have known about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

2. A grievant may present and process his grievance personally or through an appropriate representative. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any employee because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the superintendent or the Board, a grievant may present his grievance initially at the third step of the grievance procedure.

5. Forms developed jointly by the Board and the Association will be used for the filing of grievances.

C. PROCEDURE

STEP ONE:

(s) A grievant may initially discuss the matter identified as a grievance with the immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, sub-section 1.

(h) A grievant shall file his grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the superintendent and the Matawan Regional Teachers Association.

STEP TWO:

(a) The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it is filed.

(h) The immediate superior shall communicate his decision in writing to the grievant not later than seven (7) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the superintendent and the Matawan Regional Teachers Association.

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

STEP THREE:

(a) If the grievance has not been resolved at step two of the procedure, the grievant may request a hearing of his grievance by the superintendent or his designated representative. This shall be done not later than seven (7) calendar days following the principal's decision.

(b) The grievant and superintendent or his designated representative shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the hearing was requested.

(c) The superintendent or his designated representative shall communicate his decision in writing to the grievant not later than forty five (45) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Matawan Regional Teachers Association.

STEP FOUR:

(a) In the event the grievant is dissatisfied with the determination of the superintendent aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to binding arbitration. The grievant shall request in writing that the Matawan Regional Teachers Association (MRTA) submit his grievance to arbitration. If the MRTA decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the superintendent. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the superintendent and the Matawan Regional Teachers Association shall mutually agree upon a longer time period within which to assert such a demand.

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

(b) The superintendent may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the superintendent.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

(d) Within fourteen (14) calendar days after the MRTA shall have delivered the written request for arbitration, the superintendent and the MRTA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(e) The arbitrator so selected shall confer with the superintendent and the MRTA and hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the superintendent and the Association and shall be final and binding on the parties.

(f) The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any,

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

ARTICLE IV

TEACHER RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws, 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. The Association agrees that teachers have professional and statutory obligations. The Association will undertake during the life of this Agreement that the Association will not condone violation of any such obligation by an employee in the bargaining unit.

C. Whenever any teacher is required to appear before the superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such

ARTICLE IV - TEACHER RIGHTS (Continued)

meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

D. No teacher shall be prevented from wearing regular membership pins or other identification of membership in the Association or its affiliates of the size normally used as tie tacks, lapel pins, or charms on bracelets.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The business administrator shall be notified in advance of the time and place of all such meetings. If the room requested is occupied, other arrangements must be made. No approval shall be required.

B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

C. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES (Continued)

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES (Continued)

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

E. The Association shall be granted permission to speak at all orientation programs for new teachers.

F. The Association president shall be released from two teaching periods per day to attend to Association affairs. In the event the president of the Association is an elementary school teacher for whom no free period is scheduled, the president shall designate an alternate secondary teacher to be released on the same basis as above.

G. (1) All officers and building representatives of the MRTA shall be relieved of all non-teaching duties. Any increase in the duty cycle for other members of the bargaining unit resulting from this provision is permissible.

(2) The number of building representatives shall not be increased beyond the present level which is as follows:

High School	2	Lloyd Road	1
Matawan Avenue	1	Broad Street	2
Cambridge Park	1	Cliffwood	2
Ravine Drive	1	Strathmore	1

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. (1) The in-school work day of teachers shall be six and one-half (6-1/2) hours. Scheduling within the day shall be at the discretion of the

ARTICLE VI - TEACHING HOURS AND TEACHING LOAD (Continued)

Board provided that in no case shall the amount of preparation and lunch time be diminished from the current practice. It is further provided that no teacher shall be scheduled to report for duty less than ten (10) minutes prior to the pupils' school day, nor will teachers be dismissed earlier than ten (10) minutes after the pupils' school day, which is included in the six and one-half (6-1/2) hours.

(2) Any changes in the cycle of the duty schedule in grades K-8 during the time before and the time after the pupils' school day shall be permitted when there is a staff reduction as a result of an enrollment decrease.

(3) In the event there should be a special request from a principal for a change in the cycle of the duty schedule, such request shall be forwarded to the superintendent. The superintendent will then review the matter with the MRTA and the principal. In the event the MRTA and the superintendent do not agree, the matter shall be submitted directly to arbitration. The arbitrator shall make his determination on the basis of the need for the change in the cycle of the duty schedule.

(4) In addition to the teacher's normal workday, teachers may be required to attend professional meetings beyond the workday up to a maximum of thirty (30) hours per school year. Whenever possible, except in cases of emergency, teachers will be given forty eight (48) hours notice of meetings along with an agenda covering the purpose of such meetings. The hours for such professional meetings shall be no more than eighteen (18) in each semester.

B. The Board agrees that it should establish reasonable hours and loads in each level of the school system and shall endeavor to do so with the understanding that the administration will have the right in emergencies to go

ARTICLE VI - TEACHING HOURS AND TEACHING LOADS (Continued)

beyond the limits it established and will notify the Association of the reasons therefor.

C. The teacher work year shall consist of 187 days.

D. DUTY FREE LUNCH

The Board of Education will provide a daily duty free lunch period in accordance with the following schedule:

Ravine Drive	45 minutes
Broad Street	45 minutes
Cliffwood Avenue	45 minutes
Strathmore	45 minutes
Cambridge Park	45 minutes
Lloyd Road	40 minutes
Matawan Avenue	40 minutes
Regional High School	40 minutes

E. At the discretion of the Board, the non-teaching duty period may be used as an alternate instructional period, but shall not be used as a regularly scheduled classroom period, or for compensatory education purposes, and shall not be solely used to reduce the number of teaching positions within the district. This period shall be subject to the supervision and direction of the administration.

F. At the discretion of the Board, two (2) parent teacher conferences may be scheduled in the evening during the normal school year for a duration of not more than three (3) hours per evening. On the days of such evening conferences, afternoon schedules will be suspended after four (4) hours of work.

ARTICLE VII

TEACHER FACILITIES

- A. An air conditioning unit will be installed in each faculty room.

ARTICLE VIII

SPECIALISTS

- A. The Board recognizes that the teaching loads of specialist teachers should be educationally optimal and will endeavor to meet this obligation within the limits of its available resources.

ARTICLE IX

TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE X

SALARIES

- A. The salaries of all teachers and nurses covered by this Agreement are set forth in Schedule A-1 which is attached hereto and made a part hereof. The salary guide for 1983-84 is retroactive to July 1, 1983.

B. **EXTRA-CURRICULAR COMPENSATION:**

Compensation for extra-curricular activities shall be made in a check separate from the regular payroll checks. Compensation rates and schedules shall be listed as Schedule A-2.

- C. The mileage allowance paid to employees will be as noted below and will be paid in accordance with Board policy:

ARTICLE X - SALARIES (Continued)

1. 1983-84 - \$.20 per mile
2. 1984-85 - \$.21 per mile
3. 1985-86 - \$.22 per mile

ARTICLE XI

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than the day before the last day of school. In case of emergency when a change in that assignment is necessary, the administration shall immediately notify the teacher and the Association in writing of the change and the reasons for that change.

ARTICLE XII

TEACHER EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be permitted provided an operative beeper is used.

2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators no later than ten (10) days following the class visit and at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation

ARTICLE XII - TEACHER EVALUATION (Continued)

form. In the event a teacher wishes to attach any comments to the evaluation form, such comments must be prepared and attached no later than ten (10) days following the conference.

B. 1. Except for recommendations which shall be sealed, a teacher has the right to examine his or her file at reasonable times and to attach comments as a part of the permanent record to any item with which he disagrees. Any comments with respect to a class visit or evaluation report will be made in accordance with Section A.2 of this Article. The principal or his representative shall be present at all such examinations of files.

2. Copies of all items to be included in a teacher's file, except for recommendations, shall be given to the teacher. All items to be included in a teacher's file, except for recommendations, must be dated and initialed by both the principal and the teacher. The teacher's initials do not necessarily signify agreement with the contents of the documents.

C. 1. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person and of which a notation is placed in the file shall be promptly called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any other meetings or conferences regarding such complaint at which disciplinary action may be contemplated.

ARTICLE XIII

EMPLOYEE BENEFITS

All employee benefits presently existing and unchanged by this Agreement shall remain in effect for the life of the Agreement.

ARTICLE XIV

SUBSTITUTES

Teachers shall not be required to substitute in periods in which they would otherwise be free except in emergencies, when they shall be paid at their regular rate of pay, which shall be equal to one-fifth of that teacher's daily pay per period taught.

ARTICLE XV

PROFESSIONAL RELATIONS COMMITTEE

A. A Professional Relations Committee shall be established composed of equal numbers of representatives of the Administration and the Association which may discuss any question of a professional nature which either party wishes to raise; whose decisions, when reached, shall be nonbinding but may give rise to recommendations to the Board or other appropriate bodies. In the event that a question remains unsettled after discussion, either party may inform the Board of the disagreement, its views and reasons, so long as the other party receives a copy of such communication. Members shall be selected by each party without veto by the other. A sub-committee of appropriate size shall be established for each school.

ARTICLE XVI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. 1. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the superintendent and presented to each teacher at the start of each school year.

ARTICLE XVI - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE (Continued)

B. 1. An appropriate student disciplinary procedure shall be developed for each school building by its Faculty Advisory Board. Said procedure shall be submitted to the building faculty for approval and then to the building principal. The procedure shall be subject to the approval of the building principal and the superintendent prior to its implementation.

2. In the event the building principal and/or the superintendent rejects the proposed procedure, the same will be returned to the Faculty Advisory Board which shall then resubmit the procedure along with any changes in the manner noted in B.1. above. The decision of the superintendent on the resubmitted procedure shall be final.

ARTICLE XVII

INSURANCE PROTECTION

A. The Board of Education will continue to pay all premiums for full family coverage under the present plan which consists of New Jersey Blue Cross-Blue Shield-Rider J coverages and supplementary major medical coverage.

B. The Board will pay up to the sums noted below per employee per annum for the New Jersey Dental Service Plan (known as the Delta Incentive Plan) family coverage as follows:

- | | | |
|------------|---|----------|
| 1. 1983-84 | - | \$368.64 |
| 2. 1984-85 | - | \$368.64 |
| 3. 1985-86 | - | \$410.00 |

C. The Board of Education will pay up to the sum of \$110.00 per employee per annum for direct prescription reimbursement and/or optical reimbursement for employees and their dependents. The existing prescription plan (N.J. Blue Cross) shall remain in effect until December 31, 1983. Effective

ARTICLE XVII - INSURANCE PROTECTION (Continued)

January 1, 1984, said plan shall terminate and employees shall have an individual fund of \$110.00 minus the cost of the premium for said prescription plan for the period July 1, 1983 to December 31, 1983. The remainder shall be used for direct prescription reimbursement and/or optical reimbursement.

D. Any employee on an authorized unpaid sick leave of absence shall continue to have his/her health benefits (state health benefits plan, dental and prescription/optical plans) premiums paid for by the Board of Education while on such an authorized sick leave.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Matawan Regional Teachers Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combinations of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Matawan Regional Teachers Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set following:

ARTICLE XVIII - DEDUCTIONS FROM SALARY

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security No. _____

School Building _____ District _____

To: Disbursing Officer-Matwan Aherdeen Regional Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all its officers from any liability therefor.

I designate the Matawan Regional Teachers Association to receive dues and distribute according to the organization(s) indicated:

Matawan Regional Teachers Association _____

Monmouth County Education Association _____

New Jersey Education Association _____

National Education Association _____

ARTICLE XVIII - DEDUCTIONS FROM SALARY (Continued)

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. A. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. Teachers shall have the right to have deductions made from their salaries upon written authorization for deposit in their account in the Monmouth-Ocean County Credit Union. This supercedes the previous summer payment plan.

C. Payroll deductions for Tax Sheltered Annuity Programs shall be provided for those teachers expressing an interest in participating in such a program. No more than one (1) change may be made in this selection per school year. This deduction is in addition to the deduction permissible for participation in the Supplemental Annuity Plan of the T.P.A.F.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law,

ARTICLE XIX - MISCELLANEOUS PROVISIONS (Continued)

then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all publicly available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgets when adopted, agendas and minutes of all Board meetings, school census data when available, and names and addresses of all teachers. It is understood that this paragraph does not require the Board or any of its representatives to deliver any document in the nature of a working paper.

E. Representatives of the Association, the New Jersey Education Association, the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

F. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association for the life of the contract and for so long as it is the majority representative and to no other organization.

ARTICLE XIX - MISCELLANEOUS PROVISIONS (Continued)

G. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Broad and South Streets,
Matawan, NJ 07747.
2. If by Board, to Association at Strathmore Shopping Center,
Route 34, Matawan, NJ 07747.

ARTICLE XX

TERMINAL LEAVE

A. Terminal leave shall be granted to all teachers retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in an amount equivalent to one (1) month's salary providing that said teachers meet the following conditions:

1. That they are members of a New Jersey State Plan that provides a pension based on their school district employment.
2. That they have applied for and received approval for retirement benefits from said plan.

B. The payment for unused sick leave earned in the district shall be granted to all teachers retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in the amount of twenty (\$20.00) dollars per day. Commencing July 1, 1984, the aforementioned daily rate will be

ARTICLE XX - TERMINAL LEAVE (Continued)

increased to twenty five (\$25.00) dollars per day. Commencing July 1, 1985, the aforementioned daily rate will be increased to thirty (\$30.00) dollars per day.

ARTICLE XXI

ABSENCE AND FORFEITURE OF SALARY

A. NON-PROMOTION IN SALARY BECAUSE OF ABSENCE

A member of the teaching staff who has been absent from school during the previous school year, whether such absence has been excused or not, shall be given credit on the guide for the year in question in accordance with the following schedule:

1. Absences up to and including sixty (60) days - full credit.
2. Absences between sixty one (61) days and one hundred twenty (120) days - half step credit.
3. Absences in excess of one hundred twenty (120) days - no credit.

B. APPROVED REASONS FOR ABSENCE

Teachers shall attend their duties faithfully and shall not be absent therefrom except for personal illness or for other good and sufficient reasons authorized by these Board rules and regulations, or approved by the Superintendent of Schools or the Board of Education. Teachers absent from school duty shall forfeit full per diem salary during such absence except as hereinafter provided.

C. SICK LEAVE

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person covered by N.J.S.A. 18A:30-2 because of personal disability due to illness or injury or because he or she has been excluded from

ARTICLE XXI - ABSENCE AND FORFEITURE OF SALARY (Continued)

school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household (N.J.S.A. 18A:30-1).

2. A teacher absent from school because of personal illness shall suffer no deduction of pay for each of the first ten (10) days of absence in any school year.

3. If any teacher requires less than ten (10) days of sick leave in any school year, the number of days not utilized that year shall be accumulated to be used for additional sick leave if needed in subsequent years.

4. Teachers shall be given a written accounting of their accumulated sick leave days no later than September 15th of each school year.

D. ON THE JOB INJURY

1. Whenever any full time employee of the Matawan-Aberdeen Regional School District is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, such employee shall receive his full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave.

2. Any amount of salary or wages paid or payable to the employee pursuant to this policy shall be reduced by the amount of any workmen's compensation award made for temporary disability. Salary or wage payments provided by the section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statute.

ARTICLE XXI - ABSENCE AND FORFEITURE OF SALARY (Continued)

E. ABSENCE FOR DEATH IN FAMILY

In case of the death of a parent, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandchild or a relative who is a member of the immediate household of a teacher, the teacher shall be excused, without loss of pay from the day of death to the day after the funeral, inclusive, provided the absence does not exceed five (5) school days.

F. ABSENCE FOR DEATH OF RELATIVE

In case of the death of a relative not included in the above section, a teacher shall be excused for the day of the funeral without loss of pay. The definition of relative in this section shall include the following: grandfather, grandmother, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, stepfather, stepmother. If any of the above happen to be members of the immediate household of the teacher, the provision allowing five (5) days' absence applies.

G. ABSENCE BY REASON OF QUARANTINE OR COURT ORDER

A teacher absent from school by reason of quarantine by the Board of Health, or in compliance with the requirements of a court subpoena shall not suffer deductions in pay for such absence. THE MRTA AGREES THAT THIS RULE DOES NOT APPLY TO SUBPOENAS FOR ATTENDANCE AT ARBITRATION PROCEEDINGS. The Board of Education agrees to reimburse those teachers who were docked a day's pay for having attended arbitration hearings.

H. ABSENCE FOR APPEARANCE BEFORE MILITARY OR SELECTIVE SERVICE OFFICIALS

No pay shall be deducted for absence for appearance before military or selective service officials concerning draft or enlistment. Such

ARTICLE XXI - ABSENCE AND FORFEITURE OF SALARY (Continued)

leave will be in addition to sick leave. One (1) day only is to be allowed.

I. ABSENCE IN CASE OF SERIOUS FAMILY ILLNESS

In case of absence because of illness of a parent, brother, sister, husband, wife, child, mother-in-law, father-in-law, or a relative who is a member of the immediate household of the teacher, the teacher may be excused without loss of pay, provided the absences do not exceed three (3) days in any school year.

J. PERSONAL DAYS

Teachers shall enjoy two undesignated personal days per year. They shall suffer no loss of pay and no approval shall be required. These days shall be non-accumulative as personal days.

Teachers shall give their principal at least one (1) day's notice. The building principal, in his discretion, may waive the notice requirement in the event of an emergency.

No more than five (5) teachers in an elementary or middle school or ten (10) teachers in the high school may be out on any one day without the prior approval of the principal and the superintendent.

Any unused undesignated personal days shall be added on to the individual's accumulated sick leave.

K. REPORT OF ABSENCE

A teacher who is absent from duty because of personal illness, death in the family, quarantine, appearance before military or selective service officials, or in compliance with the requirements of a court, shall notify the principal as early as possible, and notification shall be given in advance where possible. A teacher who is absent from duty for any other reason shall first

ARTICLE XXI - ABSENCE AND FORFEITURE OF SALARY (Continued)

secure permission from the superintendent through the principal. The teacher shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.

A teacher who has been absent for two (2) days or more shall, before the end of the school day prior to the return, notify the principal of his expected return.

L. EXAMINATION

The school physician shall examine all cases of absence for personal illness upon the request of the superintendent or the Board unless the teacher prefers to arrange for an examination by the teacher's personal physician. If the absence because of personal illness exceeds ten (10) days in a calendar month, certification of such illness by the school physician or by the teacher's personal physician may be required.

ARTICLE XXII

LEAVE OF ABSENCE

A. APPROVED REASONS FOR LEAVE OF ABSENCE:

Leaves of absence shall be granted only for the following reasons:

- (1) Personal illness including on-the-job injury.
- (2) Death in the immediate family as defined in Article XXI, Section E.
- (3) Death of relative as defined in Article XXI, Section F.
- (4) Quarantine or court subpoena.
- (5) Maternity.
- (6) Personal business.

ARTICLE XXII - LEAVE OF ABSENCE (Continued)

B. LEAVE OF ABSENCE FOR PERSONAL ILLNESS

Leave of absence for personal illness may be granted a teacher by the Board. A leave of absence shall not be granted because of personal illness unless the applicant submits the form prescribed by the Board, signed by a regularly licensed Doctor of Medicine, which in all cases shall give such information as will satisfy the Board that the absence is necessary. In case of mouth ailments, the certificate may be signed by a Doctor of Dental Science or Doctor of Dental Surgery.

C. MATERNITY/PATERNITY LEAVE

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities as set forth in N.J.S.A. 18A:30-1 et seq. and the rules, regulations and policy statements and this agreement.

2. It is recognized that a teacher's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the newborn child. The child care leave shall also be available to an adoptive parent or the father of a newborn infant.

(a) **DISABILITY PHASE:** Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) days' notice to the Board, the

ARTICLE XXII - LEAVE OF ABSENCE (Continued)

teacher shall specify in writing, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the teacher's and the Board's physicians may be treated as compensable sick leave time at the option of the teacher.

(h) CHILD CARE PHASE: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured teacher shall be granted, at his/her discretion, a leave for (1) the balance of the school year in which the birth or adoption occurred, or (2) the balance of the school year in which the birth or adoption occurred and the entire following school year. Any further extensions of child care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

3. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

4. No tenured or non-tenured teacher shall be barred from

ARTICLE XXII - LEAVE OF ABSENCE (Continued)

returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any teacher, after birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties.

D. LEAVE OF ABSENCE FOR OTHER REASONS

Leave of absence with pay will be granted only for reasons specifically mentioned in this Agreement. A leave of absence with full loss of pay shall be granted for any other emergency or urgent reason upon written application to the building principal. For the protection of the employee and for proper payroll accounting and audit, every absence must be accounted for in writing.

E. LEAVE OF ABSENCE FOR MILITARY OR NAVAL SERVICE

Leave of absence shall be granted for entry into military or naval service in accordance with N.J.S.A. 18A:6-33.

ARTICLE XXIII

SABBATICAL LEAVE

A. Sabbatical leave for a full year shall be granted to a maximum of 1% of the membership of the bargaining unit. The number of people in the bargaining unit shall be determined as of January 1st of the year preceding the year for which the leave is requested. In the event that such computation yields a fraction, it is expressly understood that 0 to .49 does not qualify as an additional person; whereas .50 or more does qualify as an additional person.

ARTICLE XXIII - SABBATICAL LEAVE CONTINUED

B. A teacher, in order to be eligible for a sabbatical leave, shall have been employed in the school district for a minimum of seven (7) years at the time the requested leave is to commence.

C. A sabbatical leave shall be granted only for the pursuit of full time graduate study and/or foreign or domestic travel.

D. A teacher on sabbatical leave shall receive one-half of the salary which the teacher would have received had he remained in the district.

E. The teacher will submit an application in writing on forms provided. The application shall be filed with the Superintendent of Schools on or before March 15th of the school year preceeding the school year in which the sabbatical leave is to commence. In the event the number of eligible applicants exceeds 1% of the bargaining unit as defined above, the sabbatical leaves shall be granted on the basis of seniority in the school district.

F. Subject to limitations provided by law, pension and insurance payments will be deducted from the salary of the teacher while he is on leave, based on one hundred (100%) percent of his contractual salary; and health benefits for the year will be paid as if the teacher were not on leave.

G. Salary payments will be made on the same basis as the regular staff. Payments will not be made in advance.

H. Sick leave shall not accrue while on leave.

I. In the event of serious and/or lengthy illness which prevents the start or completion of the sabbatical program, the teacher will apply for normal sick leave, and/or other leave, if necessary, at which time the Board's sabbatical salary contribution shall cease.

J. A teacher who is granted a sabbatical leave shall, upon completion of the sabbatical, either return to the district or shall reimburse

ARTICLE XXIII - SABBATICAL LEAVE (Continued)

the Board of Education for all salary received while on leave.

K. Credit on the salary guide shall be earned by the teacher while on sabbatical leave.

ARTICLE XXIV

TUITION REIMBURSEMENT

A. Teachers will be reimbursed for job or certificate related graduate courses taken and successfully completed to a maximum of three hundred (\$300.00) dollars per year per person. In the 1984-85 school year, that sum will be four hundred (\$400.00) dollars per person and for the 1985-86 school year, that sum will be five hundred (\$500.00) dollars per person.

B. In order to avoid a duplication of benefits from public funds, those courses taken under the Veterans Benefit Act, National Science Foundation Grants, NDEA grants or other public scholarship and aids shall not apply.

C. Major courses in the preparation for administrative certification are not eligible for reimbursement.

D. Actual reimbursement will follow within sixty (60) days of submission of official transcript and tuition payment receipts, provided a grade of B or better is attained. In the case of a pass-fail grading system, pass is acceptable.

ARTICLE XXV

MANAGEMENT RIGHTS CLAUSE

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees, to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.

6. To take whatever action may be necessary to carry out the

ARTICLE XXV - MANAGEMENT RIGHTS CLAUSE (Continued)

mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE XXVI

NO REPRISAL CLAUSE

A. The Board and the Association mutually agree that there shall be no reprisals of any kind by either party against any member of the Board, administrator, teacher, parent, student, substitute teacher, or any other employee of the Board or other persons as a result of any action taken by any party or individual during the course of the strike. This includes any teacher bringing any action for "make-up days" or an extension of their work year as a result of time lost during the strike.

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1986.

B. The terms of this Agreement are retroactive to July 1, 1983, except as specified otherwise.

C. This Agreement shall not be extended orally and it is expressly understood that it shall expire at midnight on June 30, 1986.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

ATTEST:

BRUCE QUINN, Secretary

By: _____
DR. RICHARD J. BROWN, President

MATAWAN REGIONAL TEACHERS ASSOCIATION

ATTEST:

PATRICIA MATTERN, Secretary

By: _____
MARIE PANOS, President

SCHEDULE A-1
MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
TEACHERS AND NURSES SALARY SCHEDULE 1983-84

STEP	NOV. DEG. B	B.A. C	B.A.+30 D	M.A. E	M.A.+30 F	DOCT. G	EMER. VOC. H	CERT. VOC. I
1	15,200	16,000	17,100	17,900	18,800	19,600	14,400	15,600
2	15,800	16,600	17,700	18,500	19,400	20,200	14,900	16,100
3	16,400	17,200	18,300	19,100	20,000	20,800	15,500	16,700
4	17,000	17,800	18,900	19,700	20,600	21,400	16,100	17,300
5	17,700	18,500	19,600	20,400	21,300	22,100	16,700	17,900
6	18,400	19,200	20,300	21,100	22,000	22,800	17,300	18,500
7	19,100	19,900	21,000	21,800	22,700	23,500	17,900	19,100
8	19,800	20,600	21,700	22,500	23,400	24,200	18,600	19,800
9	20,800	21,600	22,700	23,500	24,400	25,200	19,300	20,500
10	21,800	22,600	23,700	24,500	25,400	26,200	20,000	21,200
11		24,100	25,200	26,000	26,900	27,700	20,700	21,900
12		25,600	26,700	27,500	28,400	29,200	21,700	22,900
13		28,100	29,900	31,100	32,000	33,200	22,700	23,900

- (a) The Board of Education may withhold, for inefficiency or other good cause, any increment provided for in these guides by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days of the adoption of said action, to give written notice of said action, together with the reasons therefore to the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:29-14. The denial of an increment shall not be otherwise grievable or arbitrable.
- (b) In-Service Credits: Teachers who participate in the in-service program shall be given two (2) credits for each in-service course completed.

SCHEDULE A-1

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
TEACHERS AND NURSES SALARY SCHEDULE 1984-85

STEP	NON.DEG. B	B.A. C	B.A.+30 D	M.A. E	M.A.+30 F	DOCT. G	EMER. VOC. H	CERT. VOC. I
1	15,800	16,700	18,000	18,800	19,700	20,600	15,000	16,200
2	16,400	17,300	18,600	19,400	20,300	21,200	15,500	16,700
3	17,000	17,900	19,200	20,000	20,900	21,800	16,100	17,300
4	17,600	18,500	19,800	20,600	21,500	22,400	16,700	17,900
5	18,300	19,200	20,500	21,300	22,200	23,100	17,300	18,500
6	19,000	19,900	21,200	22,000	22,900	23,800	17,900	19,100
7	19,800	20,700	22,000	22,800	23,700	24,600	18,500	19,700
8	20,600	21,500	22,800	23,600	24,500	25,400	19,200	20,400
9	21,600	22,500	23,800	24,600	25,500	26,400	19,900	21,100
10	22,600	23,500	24,800	25,600	26,500	27,900	20,600	21,800
11	23,600	25,000	26,300	27,100	28,000	29,400	21,300	22,500
12		26,500	28,300	29,100	30,000	31,400	22,300	23,500
13		30,000	32,100	33,300	34,200	35,600	23,300	25,500

- (a) The Board of Education may withhold, for inefficiency or other good cause, any increment provided for in these guides by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days of the adoption of said action, to give written notice of said action, togetherwith the provisions of N.J.S.A. 18A:29-14. The denial of an increment shall not be otherwise grievable or arbitrable.
- (b) In-Service Credits: Teachers who participate in the in-service program shall be given two (2) credits for each in-service course completed.

SCHEDULE A-1

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
TEACHERS AND NURSES SALARY SCHEDULE 1985-86

STEP	HON. DEG. B	B.A. C	B.A.+30 D	M.A. E	M.A.+30 F	DOCT. G	EMER. VOC. H	CERT. VOC. I
1	16,400	17,400	18,900	19,700	20,600	21,600	15,600	16,800
2	17,000	18,000	19,500	20,300	21,200	22,200	16,100	17,300
3	17,600	18,700	20,100	20,900	21,800	22,800	16,700	17,900
4	18,300	19,400	20,800	21,600	22,500	23,500	17,300	18,500
5	19,000	20,100	21,500	22,300	23,200	24,200	17,900	19,100
6	19,800	20,900	22,300	23,100	24,000	25,000	18,500	19,700
7	20,600	21,700	23,100	23,900	24,800	25,800	19,200	20,400
8	21,500	22,600	24,000	24,800	25,700	26,700	19,900	21,100
9	22,500	23,600	25,000	25,800	26,700	27,700	20,600	21,800
10	23,500	24,600	26,000	26,800	27,700	28,700	21,300	22,500
11	24,500	26,100	27,500	28,300	29,200	30,200	22,300	23,500
12	25,500	27,600	29,500	30,300	31,200	32,200	23,300	24,500
13		31,900	34,300	35,400	36,600	38,600	25,000	27,300

- (a) The Board of Education may withhold, for inefficiency or other good cause, any increment provided for in these guides by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days of the adoption of said action, to give written notice of said action, together with the reasons therefore to the Commissioner of Education in accordance with the provisions of N.J.S.A.18A:29-14. The denial of an increment shall not be otherwise grievable or arbitrable.
- (b) In-Service Credits: Teachers who participate in the in-service program shall be given two (2) credits for each in-service course completed.

SCHEDULE A-2

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
EXTRA-CURRICULAR COMPENSATION
1983-84

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Director of Athletics	\$ 2,985	\$ 3,255	\$ 3,525
Assistant Director of Athletics	2,485	2,735	2,985
Associate Director of Athletics	2,440	2,665	2,885
Faculty Manager	1,900	2,170	2,440
Equipment Manager	1,465	1,625	1,790
 Group I Sports			
A. Football, Basketball, Girls' Basketball	2,495	2,660	2,820
Assistants	1,680	1,845	2,005
B. Baseball, Track, Girls' Track, Softball, Wrestling, Soccer, Girls' Field Hockey	1,845	2,115	2,385
Assistants	1,355	1,520	1,680
 Group II Sports			
Boys' Cross Country, Girls' Cross Country	1,520	1,680	1,845
Assistants	1,250	1,410	1,575
 Group III Sports			
Winter Track (Boys/Girls), Bowling (Boys/Girls), Golf, Boys' Tennis, Girls' Tennis, Gymnastics	1,385	1,490	1,600
Assistants	1,220	1,330	1,440
 Coaches in the Middle Schools			
Basketball, Girls' Basketball, Baseball, Track, Softball	1,075	1,185	1,290

Where paid ticket sellers are used, ticket sellers at all athletic events shall be paid at the rate of \$25.45 per game. Volunteers may be used at the discretion of the Board of Education.

INTRAMURAL ACTIVITY PROGRAM

LLOYD ROAD

Bowling Club	\$ 250 each
Two Hand Touch (2)	250 each
Softball (2)	250 each
Winter Intramurals (4)	250 each
Fall Intramurals (2)	250 each
Spring Intramurals	250 each

MATAWAN AVENUE

Bowling Club	250 each
Two Hand Touch (2)	250 each
Softball (2)	250 each
Winter Intramurals (4)	250 each
Fall Intramurals (2)	250 each
Spring Intramurals	250 each

SPECIAL OLYMPICS

Fall	250 each
Winter	250 each
Spring	250 each

COMPENSATION FOR NON-ATHLETIC ACTIVITY

Director Of Music	435
Special Education Teachers	435
Computer Equipment Manager	1,355

HIGH SCHOOL

Cheerleaders	845
Color Guard and Flag Twirlers	490
Drama Coach	845
Student Council	1,300
Yearbook and Business Manager	1,410
Band Director	1,955
Marching Band	490
Assistant Band Director	785
Jazz Band Director	785
Library Club	325
Senior Class Advisor (2)	545
or (1) @ full \$ value	
Junior Class Advisor (2)	435
or (1) @ full \$ value	
Sophomore Class Advisor	325
MRHS News	1,410
Varsity & Madrigal Singers	1,195
Audio Visual Department	845
Student Accounts	325
Forensics	975
Honor Society	325
Honors Math Club	270
Chess Club	335
Literary Journal	325

COMPENSATION FOR NON-ATHLETIC ACTIVITIES (Continued)

HIGH SCHOOL

History & Govt. Club (3)	\$ 650
or (1) @ full \$ value	
Radio Club	270
Telecommunications Club	270
Peer Leadership	1,195
Assistants	665

Fall Drama	
Director	730
Assistant Director	475
Technician	240
Drama Director	355

Spring Musical	
Producer/Director	2,375
Musical Director	950
Vocal Director	950
Production Design	950
Set Construction	715
Set Design	715
Choreographer	950
Technical Director	475
Production Assistant	245

Summer Production	
Producer/Director	2,960
Drama Director	1,365
Musical Director	1,365
Musical Assistant	910
Dance/Vocal Assistant	910
Choreographer	910
Technical Technician	695
Production Clerk	650

Coordinator of Student	
Personnel Services	2,710

Department Chairpersons:
(Mathematics, Science, Social
Studies, Physical Ed./Health,
English, Foreign Language,
Business, Industrial and Voca-
tional Arts, Fine Arts, Special
Education, EOC, Adult High School)

1 - 5 in Department	975
Each Additional Person	130

COMPENSATION FOR NON-ATHLETIC ACTIVITIES (Continued)

LLOYD ROAD

Vocal Chorus	\$ 505
Band	845
Student Organization	510
Safety Patrol	185
7th Grade Class Advisor	270
Audio Visual Department	510
Yearbook Advisor	435
Cheerleaders	270
School Newspaper	505

Theater Arts

Director	830
Vocal Director	355
Musical Director	355
Choreographer	355
Set Design & Construction	245
Technical Director	245

MATAHAN AVENUE

Vocal Chorus	505
Band	845
Student Organization	510
8th Grade Class Advisor	270
9th Grade Class Advisor	270
Audio Visual Department	510
Yearbook Advisor	435
Cheerleaders	270
School Newspaper	505

Theater Arts

Director	830
Vocal Director	355
Musical Director	355
Choreographer	355
Set Design & Construction	245
Technical Director	245

ELEMENTARY SCHOOLS

Safety Patrol (One per building)	185
-------------------------------------	-----

SCHEDULE A-2

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
EXTRA-CURRICULAR COMPENSATION
1984-85

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Director of Athletics	\$ 3,240	\$ 3,530	\$ 3,825
Assistant Director of Athletics	2,695	2,965	3,240
Associate Director of Athletics	2,645	2,890	3,130
Faculty Manager	2,060	2,355	2,645
Equipment Manager	1,590	1,765	1,940
 Group I Sports			
A. Football, Basketball, Girls' Basketball	2,705	2,885	3,060
Assistants	1,820	2,000	2,175
B. Baseball, Track, Girls' Track, Softball, Wrestling, Soccer, Girls' Field Hockey	2,000	2,295	2,590
Assistants	1,470	1,650	1,825
 Group II Sports			
Boys' Cross Country, Girls' Cross Country	1,650	1,825	2,000
Assistants	1,355	1,530	1,710
 Group III Sports			
Winter Track (Boys/Girls), Bowling (Boys/Girls), Golf, Boys' Tennis, Girls' Tennis, Gymnastics	1,505	1,615	1,735
Assistants	1,325	1,445	1,560
 Coaches in the Middle Schools			
Basketball, Girls' Basketball, Baseball, Track, Softball	1,165	1,285	1,400

Where paid ticket sellers are used, ticket sellers at all athletic events shall be paid at the rate of \$27.60 per game. Volunteers may be used at the discretion of the Board of Education.

INTRAMURAL ACTIVITY PROGRAM

LLOYD ROAD

Bowling Club	\$ 270 each
Two Hand Touch (2)	270 each
Softball (2)	270 each
Winter Intramurals (4)	270 each
Fall Intramurals (2)	270 each
Spring Intramurals	270 each

MATAHAN AVENUE

Bowling Club	270 each
Two Hand Touch (2)	270 each
Softball (2)	270 each
Winter Intramurals (4)	270 each
Fall Intramurals (2)	270 each
Spring Intramurals	270 each

SPECIAL OLYMPICS

Fall	270 each
Winter	270 each
Spring	270 each

COMPENSATION FOR NON-ATHLETIC ACTIVITY

Director Of Music	470
Special Education Teachers	470
Computer Equipment Manager	1,470

HIGH SCHOOL

Cheerleaders	915
Color Guard and Flag Twirlers	530
Drama Coach	915
Student Council	1,410
Yearbook and Business Manager	1,530
Band Director	2,120
Marching Band	530
Assistant Band Director	850
Jazz Band Director	850
Library Club	355
Senior Class Advisor (2) or (1) @ full \$ value	590
Junior Class Advisor (2) or (1) @ full \$ value	470
Sophomore Class Advisor	355
MRHS News	1,530
Varsity & Madrigal Singers	1,295
Audio Visual Department	915
Student Accounts	355
Forensics	1,060
Honor Society	355
Honors Math Club	295
Chess Club	365
Literary Journal	355

COMPENSATION FOR NON-ATHLETIC ACTIVITIES (Continued)

HIGH SCHOOL

History & Govt. Club (3)	\$ 705
or (1) @ full \$ value	
Radio Club	295
Telecommunications Club	295
Peer Leadership	1,295
Assistants	720

Fall Drms

Director	790
Assistant Director	515
Technician	260
Drms Director	385

Spring Musical

Producer/Director	2,575
Musical Director	1,030
Vocal Director	1,030
Production Design	1,030
Set Construction	775
Set Design	775
Choreographer	1,030
Technical Director	515
Production Assistant	265

Summer Production

Producer/Director	3,210
Drama Director	1,480
Musical Director	1,480
Musical Assistant	985
Dance/Vocal Assistant	985
Choreographer	985
Technical Technician	755
Production Clerk	705

Coordinator of Student

Personnel Services	2,940
--------------------	-------

Department Chairpersons:

(Mathematics, Science, Social
Studies, Physical Ed./Health,
English, Foreign Language,
Business, Industrial and Voca-
tional Arts, Fine Arts, Special
Education, EOC, Adult High School)

1 - 5 in Department	1,060
---------------------	-------

Each Additional Person	140
------------------------	-----

COMPENSATION FOR NON-ATHLETIC ACTIVITIES (Continued)

LLOYD ROAD

Vocal Chorus	\$ 550
Band	915
Student Organization	555
Safety Patrol	200
7th Grade Class Advisor	295
Audio Visual Department	555
Yearbook Advisor	470
Cheerleaders	295
School Newspaper	550

Theater Arts

Director	900
Vocal Director	385
Musical Director	385
Choreographer	385
Set Design & Construction	265
Technical Director	265

MATAHAN AVENUE

Vocal Chorus	550
Band	915
Student Organization	555
8th Grade Class Advisor	295
9th Grade Class Advisor	295
Audio Visual Department	555
Yearbook Advisor	470
Cheerleaders	295
School Newspaper	550

Theater Arts

Director	900
Vocal Director	385
Musical Director	385
Choreographer	385
Set Design & Construction	265
Technical Director	265

ELEMENTARY SCHOOLS

Safety Patrol (One per building)	200
-------------------------------------	-----

SCHEDULE A-2**MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
EXTRA-CURRICULAR COMPENSATION
1985-86**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Director of Athletics	\$ 3,515	\$ 3,830	\$ 4,150
Assistant Director of Athletics	2,925	3,215	3,515
Associate Director of Athletics	2,870	3,135	3,395
Faculty Manager	2,235	2,555	2,870
Equipment Manager	1,725	1,915	2,105
 Group I Sports			
A. Football, Basketball, Girls' Basketball	2,935	3,130	3,320 -
Assistants	1,975	2,170	2,360
B. Baseball, Track, Girls' Track, Softball, Wrestling, Soccer, Girls' Field Hockey	2,170	2,490	2,810
Assistants	1,595	1,790	1,980
 Group II Sports			
Boys' Cross Country, Girls' Cross Country	1,790	1,980	2,170
Assistants	1,470	1,660	1,855
 Group III Sports			
Winter Track (Boys/Girls), Bowling (Boys/Girls), Golf, Boys' Tennis, Girls' Tennis, Gymnastics	1,635	1,750	1,880
Assistants	1,440	1,570	1,695
 Coaches in the Middle Schools			
Basketball, Girls' Basketball, Baseball, Track, Softball	1,265	1,395	1,520

Where paid ticket sellers are used, ticket sellers at all athletic events shall be paid at the rate of \$29.95 per game. Volunteers may be used at the discretion of the Board of Education.

INTRAMURAL ACTIVITY PROGRAM

LLOYD ROAD

Bowling Club	\$ 295 each
Two Hand Touch (2)	295 each
Softball (2)	295 each
Winter Intramurals (4)	295 each
Fall Intramurals (2)	295 each
Spring Intramurals	295 each

MATAWAN AVENUE

Bowling Club	295 each
Two Hand Touch (2)	295 each
Softball (2)	295 each
Winter Intramurals (4)	295 each
Fall Intramurals (2)	295 each
Spring Intramurals	295 each

SPECIAL OLYMPICS

Fall	295 each
Winter	295 each
Spring	295 each

COMPENSATION FOR NON-ATHLETIC ACTIVITY

Director Of Music	510
Special Education Teachers	510
Computer Equipment Manager	1,595

HIGH SCHOOL

Cheerleaders	995
Color Guard and Flag Twirlers	575
Drama Coach	995
Student Council	1,530
Yearbook and Business Manager	1,660
Band Director	2,300
Marching Band	575
Assistant Band Director	920
Jazz Band Director	920
Library Club	385
Senior Class Advisor (2)	640
or (1) @ full \$ value	
Junior Class Advisor (2)	510
or (1) @ full \$ value	
Sophomore Class Advisor	385
MRHS News	1,660
Varsity & Madrigal Singers	1,405
Audio Visual Department	995
Student Accounts	385
Forensics	1,150
Honor Society	385
Honors Math Club	320
Chess Club	395
Literary Journal	385

COMPENSATION FOR NON-ATHLETIC ACTIVITIES (Continued)

HIGH SCHOOL

History & Govt. Club (3)	\$ 765
or (1) @ full \$ value	
Radio Club	320
Telecommunications Club	320
Peer Leadership	1,405
Assistants	780

Fall Drama	
Director	855
Assistant Director	560
Technician	280
Drama Director	420

Spring Musical	
Producer/Director	2,790
Musical Director	1,120
Vocal Director	1,120
Production Design	1,120
Set Construction	840
Set Design	840
Choreographer	1,120
Technical Director	560
Production Assistant	290

Summer Production	
Producer/Director	3,485
Drama Director	1,605
Musical Director	1,605
Musical Assistant	1,070
Dance/Vocal Assistant	1,070
Choreographer	1,070
Technical Technician	820
Production Clerk	765

Coordinator of Student	
Personnel Services	3,190

Department Chairpersons:

(Mathematics, Science, Social
Studies, Physical Ed./Health,
English, Foreign Language,
Business, Industrial and Voca-
tional Arts, Fine Arts, Special
Education, EOC, Adult High School)

1 - 5 in Department	1,150
---------------------	-------

Each Additional Person	150
------------------------	-----

COMPENSATION FOR NON-ATHLETIC ACTIVITIES (Continued)

LLOYD ROAD

Vocal Chorus	\$ 595
Band	995
Student Organization	600
Safety Patrol	215
7th Grade Class Advisor	320
Audio Visual Department	600
Yearbook Advisor	510
Cheerleaders	320
School Newspaper	595

Theater Arts

Director	975
Vocal Director	420
Musical Director	420
Choreographer	420
Set Design & Construction	290
Technical Director	290

MATAWAN AVENUE

Vocal Chorus	595
Band	995
Student Organization	600
8th Grade Class Advisor	320
9th Grade Class Advisor	320
Audio Visual Department	600
Yearbook Advisor	510
Cheerleaders	320
School Newspaper	595

Theater Arts

Director	975
Vocal Director	420
Musical Director	420
Choreographer	420
Set Design & Construction	290
Technical Director	290

ELEMENTARY SCHOOLS

Safety Patrol (One per building)	215
-------------------------------------	-----

MEMORANDUM OF UNDERSTANDING

BETWEEN: MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

DATE: MAY 23, 1984

Whereas, the Matawan Regional Teachers Association ("Association") and the Matawan-Aberdeen Regional Board of Education ("Board") are parties to a Collective Bargaining Agreement setting forth terms and conditions of employment for members of the bargaining unit for the period July 1, 1983 through June 30, 1986; and

Whereas, said Collective Bargaining Agreement sets forth specific parameters for teaching hours, teaching loads, preparation time, lunch periods, reporting and dismissal times for members of the bargaining unit; and

Whereas, the Board of Education has determined that it is in the best interest of the school district to create a new schedule for the student-day in the District's High School for the 1984-85 academic year and the 1985-86 academic year; and

Whereas, the Board recognizes and has determined that implementation of the new student schedule will necessitate the rehiring of a sufficient number of staff members.

Now, Therefore, in consideration of the mutual covenants hereinafter set forth it is agreed between the Matawan-Aberdeen Regional Board of Education and the Matawan Regional Teachers Association as follows:

1. For the duration of the 1984-86 academic years, the high school student day shall consist of eight (8) instructional periods of forty (40) minutes duration and one (1) lunch period.
2. For the duration of the 1984-86 academic years, the high school teachers' day shall remain six and one-half (6 1/2) hours with 226 minutes of total pupil contact time.
3. The high school teachers' day for the 1984-86 academic years shall consist of: five (5) instructional periods of forty (40) minutes duration; 1/2 duty period of twenty (20) minutes duration; and a six (6) minute homeroom period duty. Non-contact time shall consist of: two (2) forty (40) minute preparation periods; one (1) forty minute lunch period; 34 minutes of passing time and five (5) minutes before the pupil's school day and after the pupil's school day.

4. The Association hereby waives its right to grieve, or otherwise challenge, on behalf of itself or any individual high school teacher violation of the reporting and/or dismissal time strictures of Article VI (A) or the right to any additional compensation for increased instructional time from 180 to 200 minutes per day, which are occasioned by implementation of the 1984-86 high school schedule set forth above.
5. This Agreement shall be effective July 1, 1984 and its duration shall be coextensive with the existing Collective Bargaining Agreement and any extensions thereof.
6. Each and every provision of this memorandum, including the "Whereas" clauses, is deemed essential to the Agreement and is incorporated into the entire Agreement. This Agreement may not be modified or extended without the written consent of both parties.
7. If any provision of this Agreement is hereinafter held to be contrary to law, non-negotiable or otherwise unenforceable, the parties shall immediately enter into negotiations in a good faith effort to validate the Agreement. If such agreement is not reached within thirty (30) days this entire memorandum of understanding shall be null and void.
8. This memorandum of understanding is subject to ratification by the Board and the Association, whose negotiating committees agree to so recommend.

